



State of West Virginia Agency Contract

Order Date: 04-01-2025

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	ACT 0511 2539 HHR2500000019 1	Procurement Folder:	1659454
Document Name:	To Facilitate a Statewide Child Welfare Listening Tour	Reason for Modification:	
Document Description:	To Facilitate a Statewide Child Welfare Listening Tour		
Procurement Type:	Agency Contract - Fixed Amt		
Buyer Name:	Roberta A Wagner		
Telephone:	(304) 558-0437		
Email:	roberta.a.wagner@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	04-11-2025
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	12-31-2025

VENDOR				DEPARTMENT CONTACT																					
Vendor Customer Code: VC0000037994 GUIDEHOUSE INC 150 N RIVERSIDE PLZ STE 2100 CHICAGO IL 60606 US Vendor Contact Phone: 312-583-6940 Extension: Discount Details: <table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td colspan="3">Not Entered</td></tr><tr><td>#3</td><td colspan="3">Not Entered</td></tr><tr><td>#4</td><td colspan="3">Not Entered</td></tr></table>					Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Anthony J Walizer Requestor Phone: (304) 356-2915 Requestor Email: anthony.j.walizer@wv.gov	
	Discount Allowed	Discount Percentage	Discount Days																						
#1	No	0.0000	0																						
#2	Not Entered																								
#3	Not Entered																								
#4	Not Entered																								

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Total Order Amount: \$348,000.00

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Melissa S Spitzer

DATE: 2025-04-01

ELECTRONIC SIGNATURE ON FILE

Extended Description:

This Statement of Work No. 2025-1 between Guidehouse, Inc and the WV Department of Human Services which includes Project Standup, Planning, Facilitation, and Feedback Report Development for a Statewide Child Welfare Listening Tour.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80171903	0.00000		0.000000	\$348,000.00
Service From	Service To	Manufacturer		Model No	
2025-04-11	2025-12-31				

Commodity Line Description: Internal stakeholder relations consultation and engagement

Extended Description:

Payment Schedule as follows:

Upon SOW Execution - \$87,000.00
May 31, 2025 - \$87,000.00
June 30, 2025 - \$87,000.00
July 31, 2025 - \$87,000.00

STATEMENT OF WORK SOW NO. 2025-1

This Statement of Work No. 2025-1 (the "**SOW**"), effective as of April 11, 2025 (the "**SOW Effective Date**"), by and between **GUIDEHOUSE INC.**, a Delaware corporation ("**Guidehouse**") and the **WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES**, a public agency (for purposes of this SOW, the "**Department**"), is executed pursuant to and as part between Guidehouse and the Department, effective as of April 11, 2025 (the "**Agreement**").

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the parties set forth below, the Department and Guidehouse hereby agree as follows:

1. Scope of Services.

A. Engagement Background.

Recognizing the wide range of techniques that are available to facilitate effective two-way engagement between the Department and its stakeholders, Guidehouse shall work closely with the Department to plan and structure the listening sessions, in an effort to create alignment with West Virginia's vision and objectives to address the significant challenges faced by its child welfare system (the "**Services**") as further described below:

The listening tour will include:

1. Up to nine in-person 120min structured listening sessions open to the public.
 - o *Tentative Locations: Charleston, Huntington, Parkersburg, Wheeling, Morgantown, Martinsburg, Clarksburg, Elkins, and Beckley*
2. Up to three judiciary-specific in-person structured listening sessions, in addition to the public sessions
3. Up to four 60min targeted virtual or in-person focus groups with targeted populations (i.e., state legislators, foster parents, members of the judiciary branch, etc.)

At the conclusion of this engagement, Department leadership will be provided with a report that consolidates all of the stakeholder input, perspectives, and recommendations for improvement capture throughout the statewide listening tour.

B. Engagement Activities.

Phase 0: Project Standup

Guidehouse shall:

1. Hold a project kick-off meeting focused on planning timeline and objective alignment.
2. Establish reoccurring meeting cadence.
3. Establish and facilitate accelerated stakeholder identification process with Department leadership that will include the following activities: (1) Identify all potential stakeholders and stakeholder groups needed to engage to develop holistic understanding, (2) Assess and prioritize the stakeholders using the International Association for Public Participation's Spectrum of Participation.

Phase 1: Planning

Guidehouse shall:

1. Develop facilitation strategy and plan (i.e., run-of-show)

2. Create content such as outreach communications (i.e., announcement, stakeholder emails) and session materials (i.e., presentation slides, worksheets or handouts)
3. Provide Department with requirement needs for venue selection and coordination.

Phase 2: Facilitation

Guidehouse shall:

1. Facilitate sessions with stakeholders to elicit feedback and input. The structure of these meetings and process will be determined by the answers to questions and decisions made in the start-up and planning phases.

Phase 3: Feedback Report Development

Guidehouse shall:

1. Conduct data cleaning and detailed thematic analysis of stakeholder input gathered during the sessions and produce a report. The final report will include themes, direct quotes, and high-level recommendations based on West Virginian's perspectives and voice.
2. Present the findings to Department's leadership team and elicit input on translating feedback into action planning.

C. The Department will provide the following:

1. Relevant staff for participation in planning and stakeholder identification sessions.
2. Coordination and logistics associated with identification and scheduling of physical locations for each session.
3. Dissemination of communications and outreach to potential participants for session recruitment.

2. Project Deliverables.

Guidehouse will provide the following deliverables pursuant to this SOW (the "Deliverables"):

- A. A detailed facilitation plan
- B. Content and materials for facilitated listening sessions
- C. Statewide Child Welfare Listening Tour Feedback Report

3. Fees and Expenses.

This engagement will be performed on fixed fee basis. For this SOW Department agrees to pay Guidehouse \$348,000 (which includes all costs, including travel) in accordance with the following payment schedule:

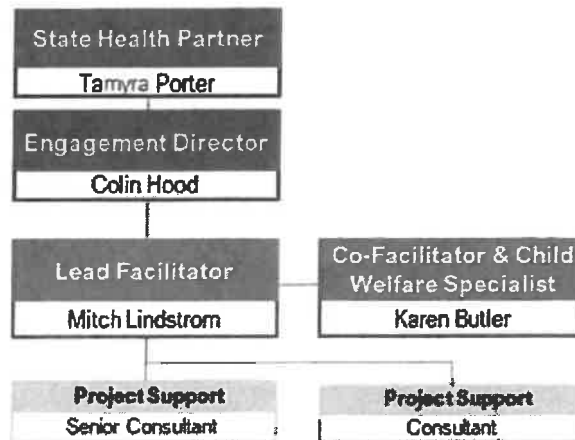
Invoice #	Invoice Amount Due Date	Invoice Amount
1	Upon SOW Execution	\$ 87,000.00
2	May 31, 2025	\$ 87,000.00
3	June 30, 2025	\$ 87,000.00
4	July 31, 2025	\$ 87,000.00

4. Term and Schedule.

The term of this SOW shall begin on the SOW Effective Date and end on December 31, 2025 (the "Term").

5. Staffing.

Guidehouse's assigned team includes personnel experienced in child welfare and facilitators who have supported previous statewide engagement projects. Below is the proposed team structure:



The ability to staff certain personnel to a project is dependent upon availability at the time of project kickoff. In the event the personnel listed herein become unavailable for any reason, Guidehouse will propose alternate individual(s) of like experience and expertise, such determination shall be made in Guidehouse's reasonable discretion, acceptance by Department shall not to be unreasonably withheld, delayed, or conditioned.

6. Contact Information.

<u>Department Project Manager</u>	<u>Guidehouse Project Manager</u>
Alex	Mitchell Lindstrom
Cabinet Secretary, West Virginia Department of Human Services	Manager
304-558-9147	517-214-9023
alex.j.mayer@wv.gov	mlindstrom@guidehouse.com

7. Additional Legal Terms Applicable to this SOW.

- A. Acceptance.** Receipt of a deliverable occurs when the deliverable is provided to the Department. Receipt of services is deemed to occur when the Department receives an invoice from Contractor for those services. Absent written notification of non-acceptance from the Department within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Contractor to determine why such deliverable or service is unacceptable, Contractor may request in writing that the Department provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such deliverable or service by the Department. Within fifteen (15) days of receipt of the Department notice, Contractor shall, at its option, either correct the problems in such deliverable or service or present the Department with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by the Department after

comments have been incorporated and the deliverable or service re-submitted. Acceptance by the Department shall not be unreasonably withheld or delayed.

- B. Consulting Services.** Guidehouse employees, including any medical professionals, providing services under this SOW are not acting in their professional capacity and are only acting as consultants hereunder.
- C. Schedule.** The proposed schedule is a shared responsibility between Department and Guidehouse and is dependent on both Guidehouse and availability of Department resources. Schedule delays caused by lack of Department resource availability or delays in decision making may impact cost.
- D. Scope.** Any additional Services or added complexity identified after the initial phase will need to be addressed through a change order and may impact cost.
- E. Start Date.** The following dependences must be complete prior to the start date: (1) full onboarding of Guidehouse team staffing, including access to necessary environments and tools as needed, (2) Department completed procurement, license access.

8. Incorporation by Reference; Conflict.

This SOW is governed by the terms and conditions of the Agreement. The terms of the Agreement are hereby expressly incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of the Agreement shall take precedence and control over those of this SOW unless otherwise and specifically agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this SOW and any related exhibits, attachments, or proposals, the terms of this SOW shall take precedence and control over those of the exhibit, attachment, or proposal hereto unless otherwise agreed to in writing by all parties. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be executed (including by facsimile and PDF signature) in one or more counterparts, with the same effect as if the parties had signed the same document. This SOW may be modified or amended only by a written document signed by both parties. The parties hereto acknowledge having read this SOW and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have each caused this SOW to be signed and delivered by their duly authorized representatives, all as of the SOW Effective Date.

**WEST VIRGINIA
DEPARTEMENT OF HUMAN SERVICES**

GUIDEHOUSE INC.

By: _____

Name: BRYAN D. ROSEN

Title: INTERIM EDO

By: _____

Name: Lance Robertson

Title: Partner

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia Department of Human Services

Vendor: Guidehouse, Inc.

Contract/Lease Number ("Contract"): ACT 0511 2539 HHR25*19

Commodity/Service: Facilitating a Listening Tour

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV OSA

By: 

Printed Name: BRYAN D. ROSEN

Title: INTERIM EDO

Date: 3/27/25

Vendor: Guidehouse Inc.

By: 

Printed Name: Tamyra Porter

Title: Partner

Date: 3/26/2025

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

X Term Contract

Initial Contract Term: This Contract becomes effective on
upon award _____ and the initial contract term extends until 12/31/2025.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to ^{N/A} _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

D Alternate Renewal Term - This contract may be renewed for
_____ successive _____ year periods or shorter periods
provided that they do not exceed the total number of months contained in all
available renewals. Automatic renewal of this Contract is prohibited. Renewals
must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

D Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

D Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

D One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

D Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

D Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

D Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

X Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

D Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

D One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

D Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

0 LICENSE(S) /CERTIFICATIONS/ PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

X – N/A

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 per occurrence. \$2,000,000.00 in the aggregate.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00
per occurrence.

D Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

D Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

D Cyber Liability Insurance in an amount of: _____ per occurrence. **D**

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. **D**

Pollution Insurance in an amount of: _____ per occurrence.

D Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

D Liquidated Damages Contained in the Specifications. Liquidated

X Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated

credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: The parties shall strictly comply with all time limits established under this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's

bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code§ 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules§ 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer

income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify and defend the State and the Agency, their officers, and employees from and against any third party claims or losses resulting solely and directly from services rendered by Vendor in the performance of this Contract. Such indemnification shall be conditioned upon the State promptly notifying the Vendor, in writing, of any such claim, permitting the Vendor the authority to settle or defend the claim (including selection of defense counsel) and reasonably cooperating with the Vendor in the defense and settlement thereof. Notwithstanding the foregoing, the Vendor shall not enter into any stipulated judgment or settlement that purports to bind the State without the State's express written authorization, which shall not be unreasonably withheld or delayed.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-l(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Intentionally Omitted.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:
Intentionally Omitted.

42. PROHIBITION AGAINST USED OR REFURBISHED: Intentionally Omitted.

43. VOID CONTRACT CLAUSES-This Contract is subject to the provisions of West Virginia Code § SA-3-62, which automatically voids certain contract clauses that violate State law.

44. INTELLECTUAL PROPERTY: Upon full payment of all amounts due Vendor in connection with this Contract, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof Vendor provides to the State (collectively, the "Vendor Deliverables") will become the State's sole and exclusive property for its internal business purposes and uses pursuant to the scope set forth in the applicable statement of work, subject to the exceptions set forth hereafter. Vendor shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the services (collectively, the "Vendor Property"). To the extent the Vendor deliverables contain any Vendor Property; the State shall be granted a non-exclusive, non-assignable, royalty-free license to use such Vendor Property solely in connection with the subject of this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Lance Robertson, Partner
(Printed Name and Title)

405-208-2570

(Phone Number)

lrobertson@guidedhouse.com

(E-mail address)

Signature to Follow

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

GUIDEHOUSE INC.



Lance Robertson, Partner

3/26/2025

(Date)

405-208-2570

(Phone Number) (Fax Number)

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: 

Printed Name: Bryan D. Roren

Title: INTERIM EDO

Date: 3/27/25

Vendor Name:

By: 

Printed Name: Lance Robertson

Title: Partner

Date: 3-26-25

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W. Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

- ☒ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page



WEST VIRGINIA PURCHASING DIVISION

Emergency Purchase Request Form for Central Purchases
(Purchases Exceeding Agency's Delegated Spending Threshold)

Statutory Authority: Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

Follow-up Award Requirements: Effective July 1, 2024, agencies have delegated authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to Purchasing.Division@wv.gov no later than 30 days of issuance.

Description of the emergency circumstance(s) that led to this emergency purchase request:
(What is the emergency situation? Provide detailed information.)

See attached.

Proposed remedy:

(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)

A professional facilitator with specialized experience to conduct structured, large-scale listening sessions.

Estimated cost:

(How much will the items or service cost to rectify the situation? Include total cost.)

\$348,000

Proposed duration/quantity:

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

All services to be rendered by 12/31/25.

The state of West Virginia is facing an emerging crisis within its Child Protective Services (CPS) system that hinders the protection of vulnerable children. Without immediate intervention West Virginia risks further deterioration of its child welfare system, placing countless children at greater risk of harm. This crisis demands urgent attention from agencies and community stakeholders to ensure that every child in the state receives the protection and care they deserve.

Immediate Need for Stakeholder Engagement

The CPS crisis has escalated to a level that demands swift intervention and engagement with key stakeholders, including affected families, community organizations, CPS staff, and policymakers.

Delays in engagement could result in further loss of trust, exacerbation of systemic issues, and potential harm to children and families in the CPS system.

Lack of Internal Resources and Expertise

The department does not have the internal capacity or specialized expertise to conduct structured, large-scale listening sessions effectively within the required timeframe.

A professional facilitator will ensure that discussions remain constructive, inclusive, and focused on actionable outcomes.

Time Sensitivity and Public Interest

Traditional procurement processes would take too long and would not align with the urgency required to address the crisis.

The public and governmental stakeholders have expressed significant concern and demand for immediate action to address CPS challenges.



Price, Robert L <robert.l.price@wv.gov>

Fwd: Message from KM_808

1 message

Rosen, Bryan D <bryan.d.rosen@wv.gov>
To: "Price, Robert L" <robert.l.price@wv.gov>

Tue, Mar 11, 2025 at 11:50 AM

----- Forwarded message -----

From: **Lyle, Tara L** <tara.l.lyle@wv.gov>
Date: Tue, Mar 11, 2025 at 11:47 AM
Subject: Re: Message from KM_808
To: Hustead, Crystal G <crystal.g.hustead@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>

Bryan,

Your emergency request for a professional facilitator for Child Protective Services is approved.

Please follow all emergency procedures outlined in the Purchasing Division Procedures Handbook and, and return the completed contract to this office for public posting within 30 days of this approval.

As always, please let us know if you have any questions or concerns.

Thanks,
Tara

Tara Lyle

Buyer Supervisor, Purchasing Division
304-558-2544 • Tara.L.Lyle@wv.gov



On Tue, Mar 11, 2025 at 10:16 AM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:
Bryan received the approval memo for the emergency purchase request

----- Forwarded message -----

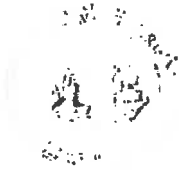
From: **Rosen, Bryan D** <bryan.d.rosen@wv.gov>
Date: Tue, Mar 11, 2025 at 8:40 AM
Subject: Fwd: Message from KM_808
To: Crystal G Hustead <crystal.g.hustead@wv.gov>

Secretary Mayer's approval for the over \$100K on the emergency purchase of facilitator services.

Bryan

----- Forwarded message -----

From: <15780@wv.gov>



ERIC L. HOUSEHOLDER
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SAMANTHA WILLIS
PURCHASING DIRECTOR

To: All State Agencies Under Purchasing Division
From: Samantha Willis, Director & General Counsel
WV Purchasing *SW*
Date: January 23, 2025
Re: \$100,000 Spending Requests

MEMORANDUM

Pursuant to Executive Order 4-25, signed into effect by Governor Morrissey on January 14th, 2025, all expenditures over \$100,000 must be reviewed by the Governor's Office in advance. Any solicitations, purchase orders, or other contracts currently in the possession of the Purchasing Division, which are estimated to cost over \$100,000 are being placed on hold for review. Our Division is providing documentation of those to the Governor's Office for review.

Any new requisitions valued over \$100,000 that are received by the Purchasing Division, must have a copy of this memorandum and accompanying signatures to process as usual. If there is no evidence of Governor's Office review or approval, your requisition will be returned to seek that approval.

Thank you all for your hard work, and please feel free to reach out with any questions on our end; if you have questions about the procedure for seeking the necessary approvals internally, I would recommend reaching out to your Cabinet Secretaries and/or your Department's Governor's Office liaison.

WV Oasis Document Number: Emergency Purchase for a professional facilitator

The Accompanying Request has been reviewed and approved by the following:



Agency Head

3/10/25

Date



Cabinet Secretary/Department Head

3/10/25

Date

Governor's Office Representative

Date



Greenhowe, Althea M <althea.m.greenhowe@wv.gov>

Re: Approval Request - CMA 0511 BMS23*6

1 message

Capehart, Curtis RA <curtis.r.a.capehart@wv.gov>
To: "Greenhowe, Althea M" <althea.m.greenhowe@wv.gov>

Sat, Mar 8, 2025 at 1:05 PM

Althea,

Please circle back with Secretary Mayer on this and other contract approval requests for the foreseeable future. There is a temporary pause in the need to secure my approval.

Best regards,

Curtis R. A. Capehart

Director of Policy - Office of Governor

Office: 304-558-2000 |

curtis.r.a.capehart@wv.gov | Governor.wv.gov

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On Fri, Mar 7, 2025 at 10:27 AM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:

Good morning,

This is one of 3 I left a voicemail about.

Thanks!

Althea

----- Forwarded message -----

From: **Greenhowe, Althea M** <althea.m.greenhowe@wv.gov>

Date: Tue, Feb 25, 2025 at 3:14 PM

Subject: Approval Request - CMA 0511 BMS23*6

To: Curtis RA Capehart <curtis.r.a.capehart@wv.gov>

Good afternoon,

Attached is an approval request for the renewal of CMA BMS23*6. Please let me know if you need additional information.

Thanks,

Althea

**Althea Greenhowe**

Procurement Specialist, Senior

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

3/27/25, 1:09 PM

State of West Virginia Mail - Re: Approval Request - CMA 0511 BMS23*6

One Davis Square, Ste 100W
Charleston, WV 25301
P: 304-352-3924 | dhhr.wv.gov

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Althea Greenhowe

Procurement Specialist, Senior
Office of Shared Administration
West Virginia Departments of Health, Health Facilities, and Human Services

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT WTW Certificate Center NAME: PHONE 1-877-945-7378 (A/C, No, Ext): E-MAIL certificates@wtwco.com ADDRESS:	FAX 1-888-467-2378 (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: LM Insurance Corporation		33600
INSURER C: Liberty Insurance Corporation		42404
INSURER D: National Fire & Marine Insurance Company		20079
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: W36549602** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TB2-Z11-C3H77D-034	12/14/2024	12/14/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 25,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			AS5-Z11-C3H77D-024	12/14/2024	12/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$ Included				
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$ Included				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$ Included				
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TB7-Z11-C3H77D-054	12/14/2024	12/14/2025	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5-Z11-C3H77D-014	12/14/2024	12/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> No	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Technology & Professional Liab			42-EPP-332564-01	12/14/2023	04/28/2025	Limit \$1,000,000
	Media Liability		Limit \$1,000,000				
	Network Security & Privacy Liab		Limit \$1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Guidehouse, Inc. 1676 International Drive, Suite 800 McLean, VA 22102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Patricia A. Jones

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STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST


West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified ACT 0511 2539 HHR25*19

By signing this form, each Individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
BRYAN D. ROSEN INTERIM EDO	WV OSA		3/27/25









Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000037994	GUIDEHOUSE INC		Active	Inactive	NAVIGANT CONSULTING INC

From 1 to 1 of 1 First Prev Next Last [Attachments](#)Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 





▼ General Info

Vendor/Customer :	VC0000037994	Restrict Use by Department :	
Legal Name :	GUIDEHOUSE INC	Miscellaneous Account :	<input type="checkbox"/>
Alias/DBA :		Internal Account :	<input type="checkbox"/>
Vendor Active Status :	Active ▼	Third Party Only :	
Vendor Approval Status :	Complete	Third Party Vendor :	
Customer Active Status :	Inactive ▼	Third Party Customer :	<input type="checkbox"/>
Customer Approval Status :	Incomplete	Inventory Customer :	
Location Name :		Healthcare Provider :	<input type="checkbox"/>
First Name :		Never Archive :	
Middle Name :		Restrict VSS Access :	No ▼
Last Name :		Discontinue - No New Business :	
Company Name :	GUIDEHOUSE INC	Prevent MA Reference :	
Previous Name :	NAVIGANT CONSULTING IN	PunchOut Enabled :	<input type="checkbox"/>
Previous Street :		Re-PunchOut Enabled :	
Previous City :		Electronic Order Enabled :	<input type="checkbox"/>
Previous State/Province :		W-9 Received :	<input checked="" type="checkbox"/>
Previous Country :		W-9 Received Date :	01/26/2023 
		W-8 Received :	
		W-8 Received Date :	
		Accepts Credit Cards :	<input type="checkbox"/>
		Active From :	04/26/2016 
		Active To :	
		Last Usage Date :	03/21/2025
		Department :	
		Unit :	

▼ Headquarters

Headquarters Account :	Yes	Web Address http:// :	
Headquarters Account Code :	VC0000037994	Catalog DUNS :	022582428
Headquarters Account Legal Name :	GUIDEHOUSE INC	Catalog Extended DUNS :	
Franchise Account :	<input type="checkbox"/>	Catalog Unique Entity Identifier :	
		Taxpayer ID Number :	****4854
		Taxpayer ID Number Type :	EIN ▼

▼ Organization

Organization Type :	Company ▼	1099 Indicator :	No
1099 Classification :	Corporation ▼	1042-S Indicator :	
Foreign Ownership Interest :	<input type="checkbox"/>	Taxpayer ID Number :	364094854 
1042-S Ch. 3 Recipient Code :		Taxpayer ID Number Type :	EIN ▼
1042-S Ch. 4 Status Code :		Detailed TIN Type :	
Number of Employees :	▼	Foreign Tax ID :	
Merchant ID :		GIIN :	
Sex :	▼	1042-S Recipient Account Number :	
		W-8 Form :	▼



Date of Birth :	Tax Profile :
Marital Status :	Tax Profile Name :
Annual Income :	EBIC Number :
IRS Country of Residence :	IAEC Number :
IRS Country Sub Code :	Web Address http:// :
Contract Withholding Exempt :	Employee ID :
National Provider ID :	Employee Status :
Assigning Authority :	Supplier Shared Secret :
CAGE Code :	
Permanent Staffed Office in State :	

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt :	Tax Clearance :
Registration Application Date : 01/03/2024	Unemployment Insurance :
Registration Effective Date : 02/24/2024	Worker's Compensation :
Registration Expiration Date : 02/24/2025	Secretary of State Registration :
Pre-Registration Code :	Federal Debarred :

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

[Top](#)CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#)
[Vendor Business Types By Commodity](#)SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#)
[Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#) [Vendor Notes](#)
[Vendor Transaction History](#)

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

GUIDEHOUSE INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	8/12/2010		8/12/2010	Foreign	Profit			

Organization Information			
Business Purpose	5416 - Professional, Scientific and Techincal Servies - Professional, Scientific and Techincal Servies - Management, Scientific and Tech Consulting Services (administrative, general, HR, marketing, process, physical distribution, logistics, environmental)		Capital Stock
Charter County		Control Number	99L5R
Charter State	DE	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	150 N RIVERSIDE PLZ STE 2100 CHICAGO, IL, 60606
Mailing Address	1676 INTERNATIONAL DRIVE SUITE 800 MCLEAN, VA, 22102 USA
Notice of Process Address	C T CORPORATION SYSTEM 5098 WASHINGTON ST W STE 407 CHARLESTON, WV, 253131561
Principal Office Address	1676 INTERNATIONAL DRIVE SUITE 800 MCLEAN, VA, 22102 USA
Type	Address

Officers	
Type	Name/Address
	LLOYD HENRY DEAN 175 W JACKSON BLVD SUITE 500 CHICAGO, IL, 60604
Director	DEBORAH FRANCES RICCI 1676 INTERNATIONAL DRIVE SUITE 800 MCLEAN, VA, 22102
Director	EDWARD CLINTON EICH 1676 INTERNATIONAL DRIVE SUITE 800 MCLEAN, VA, 22102
President	SCOTT RALSTON MCINTYRE 1676 INTERNATIONAL DRIVE SUITE 800 MCLEAN, VA, 22102
Secretary	EDWARD CLINTON EICH 1676 INTERNATIONAL DRIVE SUITE 800 MCLEAN, VA, 22102
Treasurer	IMRAN AHMED 1676 INTERNATIONAL DRIVE SUITE 800 MCLEAN, VA, 22102

Type	Name/Address
------	--------------

Name Changes	
Date	Old Name
7/17/2020	NAVIGANT CONSULTING, INC.
Date	Old Name

Date	Amendment
7/17/2020	B4WV Name Change From: NAVIGANT CONSULTING, INC.
Date	Amendment

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For more information, please contact the Secretary of State's Office at 304-558-8000.




Thursday, March 27, 2025 — 12:53 PM

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e.g. 123456789, Smith Corp

"GUIDEHOUSE INC" Classification Excluded Individual Excluded Entity Federal Organizations Exclusion Type Exclusion Program Location Dates Reset Entity Information 

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

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DEBARRED AND SUSPENDED VENDORS

[WV.gov](#) | [Administration](#) | [Purchasing](#) | Debarred and Suspended Vendor Lists

A++ | A | A-

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Debarred Vendor List

Pursuant to **West Virginia Code §5A-3-33c and 33d**, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	Arapaho Communications Management LLC
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Communications LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Pipe & Supply LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent

Debarment Scope:	All Commodities and Services
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Vendor Name:	Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.
Vendor Address:	17326 Edwards Road Ste.A207 Cerritos, CA 90703 1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Gerry E. Barton
Vendor Address:	Route 1, Box 185 Valls creek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bayliss & Ramey, Inc.
Vendor Address:	145 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Courtney Bowman RNCR Trucking
Vendor Address:	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Daniel R. Dennis, III
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Dennis Corporation
--------------	---------------------------

Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Clark A. Diehl
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Deniz Erdinc
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Steven Hull
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	KGH Development Inc.
Vendor Address:	840 Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Jack M. Kidd
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Nancy Kennedy Backwoods Trucking
Vendor Address:	P.O. Box 394 Raysal, WV 24879

	90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bruce E. Kenney, III
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Lighthouse Sourcing Solutions, LLC
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Joyce Matney Mountaineer Trucking
Vendor Address:	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879
Debarment Date:	July 29, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	James Travis Miller
Vendor Address:	65 Summit Ridge Road Hurricane, WV 25526
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Andrew P. Nichols
Vendor Address:	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537
Debarment Date:	October 13, 2017; updated April 29, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.

Vendor Name:	Planet Cellular Inc.
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Russel Radach
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	John Derek Riffe
Vendor Address:	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	VMK/JMK Investment Holding LLC
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Wallpapers In Stock, Inc.
Vendor Address:	1600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mark Rudolph Whitt
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Suspended Vendor List

Pursuant to **West Virginia Code** §5A-3-32, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year).

There are currently no vendors suspended from bidding with the State of West Virginia.

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, West Virginia
25305-0130
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

For more news, check out the latest issue of [The Buyers Network](#).

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Spitzer, Melissa S <melissa.s.spitzer@wv.gov>

Approved Agency Contract (ACT) HHR25*19

1 message

Spitzer, Melissa S <melissa.s.spitzer@wv.gov>

Tue, Apr 1, 2025 at 11:00 AM

To: Irobertson@guidehouse.com, "Walizer, Anthony J" <anthony.j.walizer@wv.gov>

Cc: "Price, Robert L" <robert.l.price@wv.gov>, "Wagner, Roberta A" <roberta.a.wagner@wv.gov>, "Greenhowe, Althea M" <althea.m.greenhowe@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>

Good morning,

The attached ACT has been approved.

Please include: anthony.j.walizer@wv.gov on any correspondence pertaining to this contract.

Thank you,

--

Melissa Spitzer

Name Melissa Spitzer

Title Procurement Specialist

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

One Davis Square, Suite 100, West, Room 111

Charleston, WV 25301

P: 304-352-3930 | dhhr.wv.gov



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